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May 14, 2014
Civil Action no
Case 2:14cv00331
Assigned to Campbell, Tena
Assign. Date 5/1/2014
Description: Stencel et al v White River Academy et al

MAY 15 2014
U.S. DISTRICT COURT

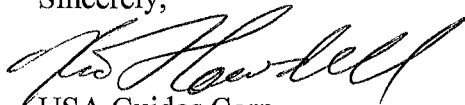
Plaintiff(s) Ryan Stencel, Shawn Stencel and Mark Stencel, Individually v. White River Academy, Usa Guides, a corporation; and Doe Defendants 1-10.

Answer or response to this in behalf of USA guides and it's allegations of Kidnapping are as follows:

1. USA Guides does not force the child nor the parent to use our services of getting their children safely to their desired destination(s).
2. We were paid by parents for the services rendered in getting their children safely to their chosen destination on or about 5/24/2012.
3. The costs for airline tickets and our services were all performed and paid for as previously agreed to by the legal guardian or parents as outlined in the signed permission to transport form. A copy is attached hereto.
4. The children went without having to restrain them, in other words willingly as per the report of the transport agents and arrived safely and without incident to the chosen location.
5. We do not have insurance for such allegations and did our job to the best of our ability and deny any and all allegations in this suit and seek dismissal of such.
6. The parents signed the permission to transport form wherein it clearly states and I quote, "I/we hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless USAG from any and all claims, demands, or causes of action, which are in any way connected with this activity or my use of USAG's equipment or facilities, including any such claims which allege negligent acts or omissions of USAG." as well as the following: "Should USAG or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs."

We hereby petition the court to remove us from said suit as it is in bad faith to bring such suit against us in light of the attached signed form with its stipulations releasing us of such.

Sincerely,



USA Guides Corp,
Kim L Cowdell President
1150 So Bluff St # 5
St George, Utah 84770
435 767 1113

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USA Guides Corp,
Kim L Cowdell President
1150 So Bluff St # 5
St George, Utah 84770
435 767 1113

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the
District of Utah

Investigator: _____

PI#: _____

RYAN STENCEL, SHAWN STENCEL and MARK
STENCEL, individually5278 S. Pinemont Dr. #250
Murray UT 84123

800-779-0379

Plaintiff(s)

v.

Civil Action No.

WHITE RIVER ACADEMY, INC. a Utah Corporation;
JUSTIN NEILSON, GARY ANDERSON; ROBIN
REBER; BARBARA HABE, individually; USA
GUIDES, a corporation; and Doe Defendants 1-10.

Defendant(s)

Case: 2:14cv00331

Assigned To: Campbell, Tena

Assign. Date: 5/1/2014

Description: Stencel et al v. White
River Academy et al

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)

USA Guides, Inc., 1150 S Bluff St Ste 5, St George, UT 84770-5236

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Thomas M. Burton
P.O. Box 1819
Salt Lake City, UT 84110

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

D. MARK JONES

CLERK OF COURT

Date: 05/01/2014

Signature of Clerk of Court

CIVIL PROCESS SERVICES &
INVESTIGATIONS435 E. TABERNACLE ST. SUITE 104
ST. GEORGE, UT 84770

435-656-0774

UTAH PRIVATE INVESTIGATOR

USA Guides Inc. | 1150 South Bluff Street Suite 5 | St. George, UT 84770

Phone: (888) 268-9029 | Fax: (866) 665-6367 | www.youthtransport.net [GO BACK] | [PRINT THIS PAGE]

Permission to Transport Form

Parent(s) or Legal Guardian(s):

Case#: m20120524-1436001

Ryan Stancel
 12000 Wagner
 Anchorage, AK



The undersigned are the parent(s) or legal guardian(s) of the below named minor and have full legal custody over the minor child. The undersigned have enrolled the child in a program at the below referenced destination and request that USA Guides transport the child to said destination.

Minor's Name:	Mark Stancel
Date of Birth:	12-20-1995
Has been enrolled in School / Program:	White River Academy / www.whiteriveracademy.com
Located at:	275 W 100 S, Delta, UT 84624
Phone Number:	4354064093c / 866-679-8336

We have READ and UNDERSTOOD page #1 of this Permission to transport form.

Initial here: *RS*

AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of USA Guides, their Agents, Owners, Officers, Volunteers, Participants, Employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as USAG), I hereby agree to release, indemnify, and discharge USAG, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that vehicular transportation of my child or ward entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties.

The risks include, among other things: personal or traffic accidents; self-inflicted injury; injury resulting from being restrained, apprehended or runaway. Furthermore, USAG employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this transportation.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless USAG from any and all claims, demands, or causes of action, which are in any way connected with this activity or my use of USAG's equipment or facilities, including any such claims which allege negligent acts or omissions of USAG.

4. Should USAG or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage my child/ward or I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition my child/ward or I may have.

6. In the event that I file a lawsuit against USAG, I agree to do so solely in the state of Utah, and I further agree that the substantive law of Utah shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of 18)

<http://www.youthtransport.us/tracking/client/index.php?link=permission&printpermission=1>

In consideration of **Mark Stencel** ('Minor') being transported by **USAG** and to use its equipment and facilities, I further agree to indemnify and hold harmless **USAG** from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such transportation of the Minor.

Consent is hereby given to **USAG** and its agents, to search the personal effects and person of the child being transported. **USAG** may confiscate and dispose of any item deemed as contraband or which, in the opinion of **USAG** and its agents, may pose a danger to any person. The disposal of items confiscated shall be in the absolute discretion of **USAG** and its agents, which shall have no obligation to return such items or to compensate for the value of such items.

Consent is hereby given to **USAG** and its agents to physically restrain, control and detain the child, if reasonably necessary to prevent the child from running away, jeopardizing his / her safety, the safety of other persons, or to prevent the destruction of property. A copy or facsimile of this form may be used in lieu of the original for all purposes.

By signing this document, as the parent(s) or legal guardian(s) I / we acknowledge that if anyone is hurt or property is damaged during my or my child/ward participation in this activity, I / we may be found by a court of law to have waived my / our right to maintain a lawsuit against **USAG** on the basis of any claim from which I / we have released them herein.

I agree to pay all transport fees and airfare associated with the transport of **Mark Stencel** (minor) for the amount quoted, **\$1850.00** plus the airfare, **\$Pre Paid**. I understand that airfare is subject to change and I will be responsible for actual airfare. The transport fees are fully earned once agents leave their home base. In the event there is an unforeseen circumstance such as medical emergencies, refusal to board, extreme weather conditions, acts of God, or a flight cancellation and additional charges are incurred such as a Hotel room and/or additional transportation costs for flights or rental vehicles, and fuel there will be additional charges that are the sole responsibility of the Client regardless of the cause, and the Client understands and agrees that these circumstances are out of the control of USA Guides and /or their authorized agents. A cancellation is only valid prior to team initiating travel. Once team has initiated travel all fees are due and payable.

In the event that **Mark Stencel** is not at the appointed location at the designated time. The agents will work with you to locate and complete the transport for up to 8 hours. The parent may contract for additional time with USA Guides, with the understanding that additional expenses will be your responsibility.

Please be aware that once the booking process begins, a cancellation fee could apply.

I / we have had sufficient opportunity to read this entire document. I /we have read and understood it, and I / we agree to be bound by its terms.

Primary Parent/Guardian

Full Name:

Ryan Marie Stencel

Phone / Cellphone:

907-830-3578

Address:

12000 Wagner St.

City/State/Zip:

Anchorage, AK 99516

Signature:

Ryan Stencel

Date:

5/24/12

Secondary Parent/Guardian

Full Name: _____

Phone / Cellphone: _____

Address: _____

City/State/Zip: _____

...

Signature: _____ Date: _____

USA Guides Inc. - 1150 S. Bluff St., Suite #5 - St. George, UT 84770 - www.youthtransport.net
 Toll Free: 1-888-268-9029 - Email: info@youthtransport.net - Fax: (866) 665-6367

PROGRAM: White River Academy / www.whiteriveracademy.com
The receiving Program or School acknowledges the following:

Receipt of Contracts (Init): _____

Receipt of Checks (Init): _____

Receipt of Medications (Init): _____

Signature below acknowledges receipt of all documents and the Minor Teen:

Signature: _____ Date: _____ Time: _____

OTHER PROGRAM NAME _____

The receiving Program or School acknowledges the following:

Receipt of Contracts (Init): _____

Receipt of Checks (Init): _____

Receipt of Medications (Init): _____

Signature below acknowledges receipt of all documents and the Minor Teen:

Signature: _____ Date: _____ Time: _____

USA Guides Inc. - 1150 S. Bluff St., Suite #5 - St. George, UT 84770 - www.youthtransport.net
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<http://www.youthtransport.us/tracking/client/index.php?link=permission&printpermission=1>